

## EXHIBIT A - STATEMENT OF WORK

This Statement of Work is executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Citizens Water of Westfield, LLC ("Citizens") and CITY OF WESTFIELD ("Consultant"). Citizens and Consultant agree that all of the Services authorized by this Statement of Work shall be subject to the terms and conditions set forth with the Master Professional Services Agreement between Citizens and Consultant dated \_\_\_\_\_ (the "Master Agreement"). Upon execution of this Statement of Work, the Master Agreement shall be incorporated into and be considered a part of this Statement of Work as if set forth herein in its entirety. Any capitalized terms which are not defined herein shall have the meanings defined in the Master Agreement.

1. Description of Project. The Project which is covered by this Statement of Work is described as follows:

*Construction Inspection Services related to private development water main extensions to ensure compliance with established materials and construction Standards. It is anticipated that two full time inspectors will be needed for approximately 40-hours per week total combined with sanitary inspection services being entered into under a separate Statement of Work. However, inspection times may vary depending on construction demand and are subject to change at the sole discretion of Citizens. Consultant may also be required to work Saturdays if Citizens grants approval to developers' contractors'. No minimum or maximum amount of weekly or annual work shall be guaranteed to the Consultant with all work assigned based on demand and performance.*

2. Consultant's Scope of Services. The Services to be performed by Consultant under this Statement of Work will be on an as requested basis and may include the following task:

### 2.1 Water Main Construction Inspection

2.1.1 Consultant shall, as projects are assigned by Citizens' District Supervisor – Wet Distribution Engineering, provide part time or full time inspection and testing observation services during the construction of water mains in private developments to ensure compliance with established materials and construction Standards.

2.1.2 Consultant shall provide qualified construction inspection personnel, each assigned to a project until final acceptance of the project by Citizens.

2.1.3 The qualifications and experience of Construction Inspection personnel provided by Consultant are subject to approval by Citizens. No personnel shall be assigned to a project until such approval is obtained. At a minimum each person shall have at least three years of

experience in the construction of water mains, valves, fittings, water services and testing. Consultant may provide oversight of staff with less than three years experience; however, Citizens will not pay for such oversight.

2.1.4 The Consultant's Construction Inspectors shall take directions from and report to Citizens' District Supervisor on all matters concerning contract compliance and administration.

2.1.5 The Consultant's Construction Inspectors shall coordinate assigned project activities with Citizens' District Supervisor.

2.1.6 Consultant's Construction Inspector shall perform the following:

- a. Serve as Citizens' Liaison with the Developer/Contractor, working principally through the Developer's field superintendent or such other person in authority as designated by the Developer. Acting in liaison capacity, the Consultant's Construction Inspector shall be thoroughly familiar with the plans and specifications applicable to the project and observe the construction for compliance with respect to all provisions therein. Any deviation observed shall be reported in writing promptly to Citizens by Consultant's Construction Inspector.
- b. Assist as directed by Citizens District Supervisor with the review of construction schedule(s) prepared by the Developers/Developer's Contractor.
- c. Cooperate with Citizens in dealing with various local agencies having jurisdiction over the project.
- d. Provide onsite observation during required performance testing to verify that required testing has been properly set up and conducted by the Developer/Contractor and provide written acknowledgement to Citizens that performance standards have been met and, if not, documentation of any substandard work. Note: During performance testing, Consultant's Construction Inspection shall be on a full time basis.
- e. Evaluate the Developer's/Developer's Contractor's suggestions for modifications in drawings and/or specifications and report them with recommendations in writing to Citizens' District Supervisor (Note: It is expected that approved design plans for which permits are issued for construction shall proceed through construction without modifications).
- f. Prepare daily observations reports recording hours on the job site, weather conditions, list of visiting officials, decisions, general observations, and specific observations with regard to installation and testing of facilities. Consultant's Construction Inspector shall furnish copies of daily observation

reports to Citizens upon request but at a minimum on a weekly basis. Citizens shall provide report forms to be used by Construction Inspector.

- g. Provide weekly Summary Report of total hours of inspection per project assigned, highlighting any critical issues or decisions made and providing daily observation reports for the associated week.
- h. Prepare the Final Project Documents required by Citizens and furnish to Citizens at completion of each assigned project. Documentation to include: testing reports, daily observation reports, construction records, as-builts and weekly reports for the project.
- i. During construction Consultant's Construction Inspector shall observe, at a minimum, the following:
  - i. Bedding and backfill of water mains, as determined by Citizens District Supervisor.
  - ii. Installation of valves, meter pits (if required), mains and connections.
  - iii. Sub-grade for horizontal and vertical alignment for compaction as necessary for water main installation, as determined by Citizens District Supervisor.
  - iv. Observation of all testing requirements for water facilities per the City of Westfield Construction Standards and Specifications. Hydrostatic testing and connections to existing mains shall be observed full time. Note: During performance testing, Consultant's Construction Inspection shall be on a full time basis.
  - v. During onsite observations, Construction Inspector shall report to Citizens District Supervisor all observed construction practices that appear to fail to comply with OSHA standards. This item does not include enforcement of OSHA standards.

These minimum items of observation may be part or full time inspection. This will be determined by Citizens District Supervisor depending on such things as work load, contractor, project size, etc.

- j. Construction Inspector shall maintain accurate construction records, referencing center lines of roadways, of the project during construction, and ensure that Contractor is doing the same, so that accurate as-built drawings can be produced.
- k. Consultant shall provide data entry services in a format determined by CEG.

- l. For those services performed by the Consultant, the Consultant will be compensated on the basis of actual hours of work performed by Construction Inspectors exclusively on this Agreement at the hourly rate listed, billed in quarter hour increments. Work time shall begin when the inspector arrives at the first assigned project of the day, after that time all drive time will be considered billable time and will conclude at the end of inspection at the last assigned project site. Travel time from the first project to the next project shall be accounted towards the next project's daily time. Consultant shall provide all vehicles. Invoices for services provided shall be submitted to Citizens every month, and shall contain at a minimum name of Construction Inspector and their hours billed, project name and numbers, PO number, and dates of service performed, total hours for all Construction Inspectors billed for the month and total hours to date billed and invoiced to date amount. Sanitary and Water inspections shall be tracked and invoiced separately. Only the inspector's time shall be billable to Citizens. All inspector coordination shall be considered overhead within the agreed upon hourly rate.
- m. The Consultant shall provide response to Citizens and developer inquiries (phone calls and e-mails) within one (1) business day. Citizens shall be copied on all communication between Construction Inspector and Developer/Contractor.
- n. Attend pre-construction project meeting between Contractor and Citizens representative.
- o. Setup and coordinate all testing per City of Westfield Construction Standards and Specifications and Citizens standard processes and procedures.
- p. Consultant shall provide laptop for each Construction Inspector capable of wireless connectivity that will allow for the Construction Inspector to communicate directly with Citizens representative(s) staff in near real-time.
- q. Construction Inspector shall understand hydrostatic and water quality testing and provide clear and concise documentation of all findings as specified by Citizens.
- r. Consultant shall review and on occasion field verify Developer's Engineer's As-Built Drawings are consistent with what was actually constructed based on GPS locations and construction records in the field taken by the Construction Inspector. Consultant shall provide GPS devices. Citizens District Supervisor may field verify that these construction records are being completed accurately. As-Built Standards should be consistent with the Citizens Standard Practice

and Engineering Requirements for the Installation of Water Mains, Service Lines, Meters and Appurtenances.

- s. Consultant shall prepare and return a punch list of all items that do not meet the standards and specifications within two (2) business days to the Developer/Contractor and District Supervisor.
- t. Consultant shall be required to attend Citizens safety training at off-site locations and shall abide by all Citizens' safety standards.

3.0 Consultant's Deliverables. As part of the Services to be performed by Consultant, Consultant shall provide to Citizens District Supervisor the following Deliverables:

- *Daily, Weekly and Monthly Reports*
- *Construction Records*
- *As-Built Verification including scanned copies of field notes marked up on the plan sheets. If required.*
- *Any other forms or documentation requested by Citizens.*

4.0 Consultant' Schedule. Consultant shall perform the Services in accordance with the attached Schedule for the Services or in accordance with the following time limits (if any):

*Schedule will vary based on task and assignment as directed.*

5.0 Consultant's Key Employees. The following are the Consultant's Key Employees who will perform the Services and the corresponding percentage of that Key Employee's time that will be devoted to performance of the Services:

Name of Key Employees

Michael Morgan

Adam Essex

Dustin Shoe

Austin Shepherd

Greg Binter

Jason Greathouse

Jeremy Lollar

6.0 Contract Documents. The following Contract Documents are incorporated into and shall be a part of this Statement of Work as if fully stated herein:

- A. This Statement of Work;
- B. The Master Agreement;
- C. The Rate/Fee Schedule (if any) attached hereto as Attachment No.;
- D. The schedule for performance of the Services (if any) attached hereto as Attachment 1 ("Schedule for the Services"); and
- E. The following documents (if any)

7.0 Method of Payment. Consultant shall be paid for satisfactory performance of the Services related to the Project on the following basis:

☒ Reimbursable on an hourly basis at a rate of \$60 per hour

8.0 Effective Date. Notwithstanding anything herein to the contrary, this Statement of Work shall not be valid and enforceable unless and until Citizens issues to Consultant a purchase order for this Statement of Work. The Effective Date for this Agreement shall be the date of such corresponding purchase order issued by Citizens.

IN WITNESS WHEREOF, the parties hereto have executed this Statement of Work to be effective as of the Effective Date.

Citizens Water of Westfield, LLC:

CONSULTANT:

By: Craig Moore

By: Kenneth L. Alexander

Title: Officer Water of Westfield

Title: DIRECTOR OF PUBLIC WORKS

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Attachment 1 – Schedule for Services**

The schedule of this contract shall be three (3) years from date of execution.

